

Distribution
County Board
County Administrator
FAS - Budget
FAS - Controller
State's Attorney

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

COUNTY BOARD, LAKE COUNTY, ILLINOIS

ADJOURNED REGULAR SEPTEMBER 2007

APRIL 8, A.D., 2008

MADAM CHAIRMAN AND MEMBERS OF THE COUNTY BOARD:

Your Law & Judicial and Financial & Administrative Committees present herewith a joint resolution authorizing the renewal of the State's Attorney's Juvenile Block Grant/Juvenile Court Services program (Agreement #506002). This grant is awarded by the Illinois Criminal Justice Information Authority, in the amount of \$24,516 (a decrease of \$2,809 from federal fiscal funding year 2007) and covers the time period February 1, 2008 through January 31, 2009, and request its adoption.

Respectfully submitted,

Aye Nay

Dudley Ryan ✓
Chairman

Randall ✓
Vice-Chairman

Jed Martin ✓

Bob Clark ✓

Walter Wright ✓

Carol Calabrese ✓

Law & Judicial Committee

Aye Nay

DRG x
Chairman

Ann Flanigan ✓
Vice-Chairman

James Martin ✓

Dan ✓

Carol Calabrese ✓

Anna O'Kelly ✓

Financial & Administrative
Committee

RESOLUTION

WHEREAS, the Illinois Criminal Justice Information Authority (ICJIA) has announced the continuation of a 12-month grant in the amount of \$24,516 for the State's Attorney's Juvenile Accountability Block Grant/Juvenile Court Services program (Agreement #506002) to provide staffing to allow greater focus on violent juvenile offender prosecutions, and the reduction of overall case backlog; and

WHEREAS, the grant program will fund a portion of the salaries for two Assistant State's Attorneys in the Juvenile Division; and

WHEREAS, the program budget of \$176,705, as submitted to ICJIA, consists of \$24,516 federal funds (a decrease of \$2,809 from FFY2007), \$2,724 required matching local funds (a decrease of \$312 from FFY2007), and \$149,465 in overmatch funds (an increase of \$9,033 from FFY2007) all of which shall be provided from the specified accounts outlined in the table below; and

Federal Funds	\$ 24,516
Matching funds	
• 760-3318010	2,724
Overmatch	
• 101-3315010	<u>149,465</u>
Total Program Budget	\$176,705

WHEREAS, it is necessary to authorize the extension as described herein.

NOW, THEREFORE, BE IT RESOLVED, by this County Board of Lake County, Illinois, that the renewal of the State's Attorney's Juvenile Accountability Block Grant/Juvenile Court Services program (Agreement #506002), in the amount of \$176,705 for the period beginning February 1, 2008 through January 31, 2009, is hereby accepted; and

BE IT FURTHER RESOLVED, that the Chairman of the Board, the Lake County State's Attorney, and the Lake County Treasurer are hereby authorized to execute the necessary documentation to accept the renewal; and

BE IT FURTHER RESOLVED, that grant revenue in the amount of \$24,516 from the ICJIA, \$2,724 matching funds from account 760-3318010, and \$149,465 matching funds from account 101-3315010, will be deposited in the appropriate revenue account; and

BE IT FURTHER RESOLVED, that the State's Attorney shall serve as project director for the program, and accurate records of all necessary grant compliance requirements shall be kept by the State's Attorney Office.

DATED, at Waukegan, Lake County, Illinois, on this 8th day of April A.D., 2008.



MICHAEL J. WALLER
State's Attorney

Juvenile Accountability Incentive Block Grant

This is a renewal of the Juvenile Accountability Block Grant, a federal grant administered through the Illinois Criminal Justice Information Authority. This is an on-going program from the Office of Juvenile Justice and Delinquency Prevention. Funding for this grant began in 1999 and has been renewed each year. Federal funding for this program has been approved through 2009.

Program Purpose Area

Hiring additional prosecutors to allow greater focus on violent juvenile offender prosecutions, and the reduction of overall case backlog.

Program goals:

- Continue funding support for two Assistant State's Attorney (ASA) positions.
- Assign all violent crime cases (which include domestic relations and weapons) to a specific ASA for case handling from arraignment through sentencing.
- Charge all serious and violent crimes within a reasonable time period.

Program Funding:

• Federal funds	\$ 24,516
• Matching funds (760-3318010).....	2,724
• Overmatch (101-3315010).....	<u>149,465</u>
Program Total	\$ 176,705

PROGRAM TITLE: Juvenile Court Services – Hiring of Prosecutors

AGREEMENT NUMBER: 506002

PREVIOUS AGREEMENT NUMBER(S): 505002, 504002, 503002

ESTIMATED START DATE: February 1, 2008

SOURCES OF PROGRAM FUNDING:

JABG FFY 06 Funds: \$ 24,516

Matching Funds: \$ 2,724

Over-Matching Funds: \$ 149,465

Total: \$ 176,705

IMPLEMENTING AGENCY: Lake County on behalf of Lake County State's Attorney's Office

ADDRESS: 18 N. County Street
Waukegan, IL 60085

**FEDERAL EMPLOYER IDENTIFICATION
NUMBER:** 36-6006600

AUTHORIZED OFFICIAL: Suzi Schmidt
TITLE: County Board Chairman
TELEPHONE: (847) 356-3173
FAX:
E-MAIL:

PROGRAM FINANCIAL OFFICER: Robert Skidmore
TITLE: County Treasurer
TELEPHONE: (847) 377-2323
FAX:
E-MAIL:

PROGRAM AGENCY: Lake County State's Attorney's Office

ADDRESS: 18 N. County Street
Waukegan, IL 60085

PROGRAM DIRECTOR: Claudia Kasten
TITLE: Chief, Juvenile Trial Division
TELEPHONE: (847) 377-3033
FAX: (847) 634-8831
E-MAIL: ckasten@co.lake.il.us

FISCAL CONTACT PERSON: Teri White
AGENCY: Lake County State's Attorney's Office
TITLE: Chief Deputy, Administrative Services Division
TELEPHONE: (847) 377-3049
FAX: (847) 360-1538
E-MAIL: twhite@co.lake.il.us

PROGRAM CONTACT PERSON: Claudia Kasten
TITLE: Chief, Juvenile Trial Division
TELEPHONE: (847) 377-3033
FAX: (847) 634-8831
E-MAIL: ckasten@co.lake.il.us

INTERAGENCY AGREEMENT

Juvenile Accountability Block Grants Program

This interagency agreement is entered into by the Illinois Criminal Justice Information Authority, with its offices at 120 South Riverside Plaza, Chicago, Illinois 60606, hereinafter referred to as the "Authority," and Lake County on behalf of the Lake County State's Attorney's Office, hereinafter referred to as the "Implementing Agency," with its principal offices at 18 N. County Street, Waukegan, Illinois 60085 for implementation of the Juvenile Accountability Block Grants (JABG) Program.

WHEREAS, Section 7(k) of the Illinois Criminal Justice Information Act (20 ILCS 3930/7(k)) establishes the Authority as the agency "to apply for, receive, establish priorities for, allocate, disburse and spend grants of funds that are made available...from the United States pursuant to the federal Crime Control Act of 1973, as amended, and similar federal legislation, and to enter into agreements with the United States government to further the purposes of this Act, or as may be required as a condition of obtaining federal funds;" and

WHEREAS, the Authority has been designated as the state agency to administer JABG Program funds received from the Office of Juvenile Justice and Delinquency Prevention (OJJDP) pursuant to Federal Public Laws, and enters into interagency agreements with units of state and local government for the use of these JABG Program funds; and

WHEREAS, the Chairman of the Authority and the Chairman of the Illinois Juvenile Justice Commission jointly appointed the Illinois Juvenile Crime Enforcement Coalition to oversee the administration of the JABG Program; and

WHEREAS, the state is required to distribute at least 75% of JABG Program funds to units of local government based on a formula combining local juvenile justice expenditures and reported Part 1 violent crime; and

WHEREAS, the Illinois Juvenile Crime Enforcement Coalition notified eligible recipients and received responses for the JABG Program funds available to units of local government based on the required formula;

WHEREAS, the Illinois Juvenile Crime Enforcement Coalition made recommendations to the Authority regarding the allocation of JABG Program funds to units of state and local government in Illinois; and

WHEREAS, the Authority designated the Implementing Agency to receive funds for the purpose of implementing a program in one or more of the following purpose areas:

1. Developing, implementing, and administering graduated sanctions for juvenile offenders;
2. Building, expanding, renovating, or operating temporary or permanent juvenile correction, detention, or community corrections facilities;
3. Hiring juvenile court judges, probation officers, and court-appointed defenders and special advocates, and funding pretrial services (including mental health screening and assessment) for juvenile offenders, to promote the effective and expeditious administration of the juvenile justice system;
4. Hiring additional prosecutors, so that more cases involving violent juvenile offenders can be prosecuted and backlogs reduced;

5. Providing funding to enable prosecutors to address drug, gang, and youth violence problems more effectively and for technology, equipment, and training to assist prosecutors in identifying and expediting the prosecution of violent juvenile offenders;
6. Establishing and maintaining training programs for law enforcement and other court personnel with respect to preventing and controlling juvenile crime;
7. The establishment of juvenile gun courts for the prosecution and adjudication of juvenile firearms offenders;
8. The establishment of drug court programs for juvenile offenders that provide continuing judicial supervision over juvenile offenders with substance abuse problems and the integrated administration of other sanctions and services for such offenders;
9. Establishing and maintaining a system of juvenile records designed to promote public safety;
10. Establishing and maintaining interagency information-sharing programs that enable the juvenile and criminal justice systems, schools, and social services agencies to make more informed decisions regarding the early identification, control, supervision, and treatment of juveniles who repeatedly commit serious delinquent or criminal acts;
11. Establishing and maintaining accountability-based programs designed to reduce recidivism among juveniles who are referred by law enforcement personnel or agencies;
12. Establishing and maintaining programs to conduct risk and need assessments of juvenile offenders that facilitate the effective early intervention and the provision of comprehensive services, including mental health screening and treatment and substance abuse testing and treatment to such offenders;
13. Establishing and maintaining accountability-based programs that are designed to enhance school safety;
14. Establishing and maintaining restorative justice programs;
15. Establishing and maintaining programs to enable juvenile courts and juvenile probation officers to be more effective and efficient in holding juvenile offenders accountable and reducing recidivism; and
16. Hiring detention and corrections personnel, and establishing and maintaining training programs for such personnel to improve facility practices and programming.
17. Establishing, improving and coordinating pre-release and post-release systems and programs to facilitate the successful re-entry of juvenile offenders from state and local custody in the community.

NOW, THEREFORE, BE IT AGREED by and between the Authority and the Implementing Agency as follows:

SECTION 1. DEFINITIONS / DESCRIPTIONS

"Coordinated Enforcement Plan for Reducing Juvenile Crime", hereinafter referred to as the "CEP", and means a plan developed by a State or local Juvenile Crime Enforcement Coalition that is based on an analysis of juvenile justice systems needs. The analysis determines the most effective uses of funds, within the sixteen JABG program purpose areas, to achieve the greatest impact on reducing juvenile delinquency, improving the juvenile justice system, and increasing accountability for

juvenile offenders.

SECTION 2. PERIOD OF PERFORMANCE AND COSTS INCURRED

The period of performance of this agreement shall be from February 1, 2008 through March 31, 2009.

Costs incurred before the execution date of this agreement may be charged to this agreement if included in the Implementing Agency's CEP, included in Exhibit B, incurred during the period of performance, and the Implementing Agency performed in accordance with the terms and conditions of this agreement.

The Authority shall not be responsible for costs incurred before or after the period of performance of this agreement.

SECTION 3. COMMENCEMENT OF PERFORMANCE

If performance has not commenced within 60 days of the starting date of this agreement, the Implementing Agency agrees to report by letter to the Authority the steps taken to initiate the program, the reasons for the delay, and the expected starting date.

If the program is not operational within 90 days of the starting date of this agreement, the Implementing Agency agrees to submit a second letter to the Authority explaining the implementation delay. The Authority may at its discretion either cancel this agreement or extend the implementation date of the program past the 90-day period.

If the program is interrupted for more than 30 days after commencement, due to loss of staff or any other reason, the Implementing Agency agrees to notify the Authority in writing explaining the reasons for the interruption and the steps being taken to resume operation of the program. The Authority may, at its discretion, reduce the amount of federal funds awarded and/or terminate this agreement if the program is interrupted for more than 90 days.

If this agreement is terminated due to this section, the Authority will only pay for those services rendered as of the date service delivery ceased. Any funds advanced to the Implementing Agency and not expended as of that date shall be repaid to the Authority upon notification by the Authority.

SECTION 4. PAYMENT

The maximum amount of federal funds payable under this agreement is \$ 24,516.00 and is dependent on the expenditure of matching funds as described in this agreement, Exhibit B, and Implementing Agency's CEP, and the performance of the Implementing Agency in accordance with the terms and conditions of this agreement.

The Authority agrees to make payment to the Implementing Agency for the administration and implementation of the program described in the Implementing Agency's CEP and Exhibit A. Upon receipt of the fiscal and data reports described in this agreement, quarterly payments will be made to an Implementing Agency. No payment will be made until all outstanding reports are received by the Authority, including outstanding reports from previously funded Authority programs. Due to the unique requirements of the program being funded, the first payment to the Implementing Agency may be in advance of performance in an amount, up to the full amount of this Agreement, determined by the Executive Director of the Authority. No payment will be made to an Implementing Agency unless and until the Implementing Agency is in full compliance with applicable State and federal laws and the terms and conditions of this agreement.

The Implementing Agency must provide for the deposit of program funds, including federal and matching funds, into a bank account in the name of the Implementing Agency, either depositing such funds into an account separate from any of its other bank accounts or treating such funds as a separate line item per its budget and audited financial statements. Federal funds shall be immediately deposited into such bank account.

SECTION 5. MATCH

Federal funds from the JABG Program may be used to pay up to 90 percent of the costs described in Implementing Agency's CEP and Exhibit A. If the Implementing Agency will be using funds to construct a permanent juvenile corrections facility, the Implementing Agency must provide at least 50 percent of the total cost of the project. The Implementing Agency must provide the remaining nonfederal share in the form of cash match. Matching funds must be in addition to funds that would otherwise be made available for the program or project. Failure of the Implementing Agency to provide a cash match in the amount of at least \$2,724.00 shall result in a proportionate reduction in the amount of federal funds awarded under this agreement and the return of funds already awarded.

The Implementing Agency shall maintain records clearly showing the source, the amount and the timing of all matching contributions.

SECTION 6. EXPENDITURES – FEDERAL FUNDS AND MATCH

Only costs allowable under State and federal guidelines may be paid for with federal and matching funds, in accordance with the Program Description and Budget attached to this agreement and in Implementing Agency's CEP. Matching funds need not be applied at the exact time or in proportion to the obligation of federal funds, but must be provided and obligated before the end date of this agreement.

The Implementing Agency must receive prior written approval by the Executive Director of the Authority for any expenditures of federal and matching funds that deviate from the budget items described in Implementing Agency's CEP and Exhibit B.

SECTION 7. NON-SUPPLANTATION

JABG program funds (Federal and match) cannot be used to supplant/replace State or local funds. The JABG program funds must increase the amount that would otherwise be available for juvenile accountability purposes from State and local sources.

SECTION 8. COORDINATED ENFORCEMENT PLAN FOR REDUCING JUVENILE CRIME

The Implementing Agency certifies that it has established a coordinated enforcement plan for reducing juvenile crime developed by a Juvenile Crime Enforcement Coalition. Unless otherwise approved by the Authority, the Juvenile Crime Enforcement Coalition must consist of individuals representing (1) police, (2) sheriff, (3) prosecutor, (4) juvenile court, (5) State or local probation services, (6) schools, (7) social service agency, (8) nonprofit, nongovernmental victim advocacy organization, and (9) nonprofit, religious, or community group. The Implementing Agency may add, or pursuant to OJJDP direction the Authority may require, additional representation.

SECTION 9. PROGRAM DESCRIPTION, BUDGET EXHIBITS AND AMENDMENTS

The Implementing Agency agrees to undertake and perform in a satisfactory manner in accordance with the terms and conditions of this agreement, the program described in the attached and incorporated Exhibit A, the Budget attached and incorporated as Exhibit B, and the program described in the Implementing Agency's CEP, which is incorporated into this Agreement.

The documents appended are made a part of this agreement, as exhibits and amendments as the case may be. Any amendment to this agreement must be signed by the parties to be effective. The Implementing Agency shall perform the services subject to this agreement in accordance with all terms, conditions, and provisions set forth in such exhibits and amendments.

SECTION 10. OBLIGATIONAL LIMITATION

Payment under this agreement is subject to passage of a suitable and sufficient appropriation by the Illinois General Assembly. Obligations of the State of Illinois will cease immediately without penalty of further payment being required in any fiscal year should the actions of the General Assembly or any applicable funding source result in the failure to appropriate or otherwise make available sufficient funds for this agreement.

SECTION 11. PROGRAM INCOME

All income, including income resulting from interest, generated as a direct result of the program described in Implementing Agency's CEP and Exhibit A shall be deemed program income. Program income must be used for the purposes and under the conditions applicable to the use of grant funds. The Federal proportion of program income must be accounted for up to the same ratio of Federal participation as funded in the program. The Implementing Agency may retain program income for any purpose that furthers the objectives of the JABG Program. Implementing Agency shall report and account for such program income as required by the Authority.

SECTION 12. FINANCIAL CAPABILITY

The Authority may, in its discretion, require the Implementing Agency to provide documentation on its financial capability. This may include, but is not limited to, copies of the Implementing Agency's annual report, credit reports, delinquency status of Federal debt, and assurances on the adequacy of the Implementing Agency's accounting system and operations. The Implementing Agency must comply with federal and state financial management standards.

SECTION 13. REPORTING AND EVALUATION REQUIREMENTS

The Implementing Agency shall submit progress reports covering every quarter, with quarters beginning at the start of the calendar year, by the 15th day of each month following the quarter. The Implementing Agency shall also submit fiscal reports on those dates detailing financial expenditures for the previous period. The Implementing Agency shall submit annual reports that assess the effectiveness of the program for the period of April 1 to March 31. The Implementing Agency shall also file final progress and financial status reports, the content and form of which will be determined by the Executive Director of the Authority.

The Implementing Agency agrees to report any additional information required by the Executive Director of the Authority.

SECTION 14. MAINTENANCE OF RECORDS

The Implementing Agency agrees to retain financial and program records for a minimum of 3 years after the expiration date

of this agreement, or 3 years after closure of Implementing Agency's most recent audit report, whichever is later. The Implementing Agency shall maintain, for this 3-year period, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this agreement; the agreement and all books, records, and supporting documents related to the agreement shall be available for review and audit by the Auditor General, federal awarding agency personnel, the Authority, or any person duly authorized by the Authority; and the Implementing Agency agrees to cooperate fully with any audit conducted by the Auditor General, the federal awarding agency, the Authority or any person duly authorized by the Authority, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

Records shall be maintained beyond the 3-year period if an audit or review is in progress or the findings of a completed audit or review have not been resolved satisfactorily. If either of these two preceding conditions occurs, then records shall be retained until the audit or review is completed or matters at issue are resolved satisfactorily.

SECTION 15. CLOSE-OUT REQUIREMENTS

Within 45 days after the expiration date of this agreement or any approved extension thereof, the following documents must be submitted by the Implementing Agency to the Authority: (a) final progress and financial status reports; (b) property inventory report; and (c) other documents required by the Authority.

SECTION 16. INSPECTION AND AUDIT

If required by revised Office of Management and Budget Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," the Implementing Agency agrees to provide for an independent audit of its activities. Audits shall be made annually, unless A-133 allows the Implementing Agency to undergo biennial audits. Audits shall be made in accordance with the Generally Accepted Government Auditing Standards (GAGAS), the General Accounting Standards for Audit of Governmental Organizations, Programs, Activities and Functions, the Guidelines for Financial and Compliance Audits of Federally Assisted Programs, any compliance supplements approved by the Office of Management and Budget, and generally accepted auditing standards established by the American Institute of Certified Public Accountants. Copies of all audits must be submitted to the Authority no later than 9 months after the close of the Implementing Agency's audit period.

Known or suspected violations of any law encountered during audits, including fraud, theft, embezzlement, forgery, or other serious irregularities, must be immediately communicated to the Authority and appropriate federal, State, and local law enforcement officials.

The Implementing Agency agrees to develop and maintain a record-keeping system to document all agreement related activities and expenditures. These records will act as the original source material for compilation of the data required in Section 13 and all other program activity.

The Authority shall have access for purposes of monitoring, audit and examination to all relevant books, documents, papers, and records of the Implementing Agency, and to relevant books, documents, papers and records of subcontractors.

SECTION 17. PROCUREMENT REQUIREMENTS, REQUESTS FOR PROPOSALS

All procurement transactions shall be conducted by the Implementing Agency in a manner to provide, to the maximum extent

practical, open and free competition. The Implementing Agency must use procurement procedures that minimally adhere to all applicable laws, executive orders and federal guidelines. The Implementing Agency shall also adhere, and assure that its contractors and subcontractors adhere, to all applicable certification and disclosure requirements of the Illinois Procurement Code.

The Implementing Agency shall follow its established procurement process if it minimally adheres to applicable federal guidelines, and the following requirements. If the Implementing Agency's established procurement process is less competitive than the following requirements, the following more competitive requirements must be adhered to in lieu of the Implementing Agency's procurement process.

- For procurements of \$100,000 or less, the Implementing Agency must solicit quotes or bids from at least three sources.
- For procurements over \$100,000, the Implementing Agency must formally advertise the proposed procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP) process.

All RFPs over \$100,000, that involve the use of federal or matching funds, must be submitted by the Implementing Agency to the Authority for review and written approval prior to their issuance. In addition, the Authority reserves the right to request that any RFP or IFB, regardless of its dollar amount, be submitted to the Authority for review and approval prior to its issuance.

As required by the Authority, the Implementing Agency shall submit documentation regarding its procurement procedures and grant-funded purchases for Authority review and approval, to assure adherence to applicable federal guidelines.

SECTION 18. SUBCONTRACTING

The use of subcontractors for any work or professional services that involves the use of federal or matching funds is subject to Authority approval. Any work or professional services subcontracted for shall be specified by written contract and subject to all terms and conditions contained in this agreement. If the use of subcontractors is approved by the Authority, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is subcontracted as fully and completely as the Implementing Agency is bound and obligated. The Implementing Agency shall make reasonable efforts to assure that all subcontractors adhere to the terms and conditions of this agreement. The Authority shall not be responsible for the performance, acts or omissions of any subcontractor.

Subcontracts over \$100,000 that are funded with federal or matching funds must be submitted by the Implementing Agency for Authority review and approval prior to their effective dates and execution by the Implementing Agency. In addition, the Authority reserves the right to require that any subcontract funded with federal or matching funds, regardless of its dollar amount, be submitted to the Authority for review and approval prior to its effective date and execution by the Implementing Agency.

As required by the Authority, the Implementing Agency shall submit documentation regarding contracts to be funded with federal or matching funds for Authority review and approval, to assure adherence to applicable federal guidelines.

Approval of the use of subcontractors by the Authority does not relieve the Implementing Agency of its obligation to assure performance under this agreement.

SECTION 19. ASSIGNMENT

The Implementing Agency shall make no assignment or transfer of this agreement or of any of the monies due hereunder without prior written approval of the Authority. In the event that the Authority approves such an assignment or transfer, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is assigned or transferred as fully and completely as the Implementing Agency is bound and obligated.

SECTION 20. INDEPENDENT CONTRACTOR

The Implementing Agency, in the performance of this agreement, shall act as an independent contractor and not as an agent or employee of the Authority. The Authority shall not be responsible for the performance, acts or omissions of the Implementing Agency. The Implementing Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the Authority harmless for all claims, suits, judgments and damages arising from the performance of this agreement, to the extent permitted by law.

SECTION 21. MANAGEMENT AND DISPOSITION OF EQUIPMENT AND COMMODITIES

Equipment and commodities acquired by the Implementing Agency with agreement funds shall be used for purposes of the program described in Implementing Agency's CEP and Exhibit A only. The Implementing Agency shall retain the equipment and commodities acquired with agreement funds as long as they serve to accomplish program purposes, whether or not the program continues to be supported by federal funds. If the equipment or commodities originally purchased for the program are no longer capable of fulfilling the needs of the program and must be traded in or replaced or there is no longer a need for the equipment or commodities, the Implementing Agency shall request instructions from the Authority.

The Authority may deny equipment and commodities costs or require that the Implementing Agency relinquish already purchased equipment and commodities to the Authority, if the Implementing Agency fails to employ an adequate property management system, governing the use, protection and management of such property. The Implementing Agency is responsible for replacing or repairing equipment and commodities that are willfully or negligently lost, stolen, damaged or destroyed. The Implementing Agency shall provide equivalent insurance coverage for equipment and commodities acquired with agreement funds as provided for other equipment and commodities owned by the recipient. Any loss, damage or theft of equipment and commodities shall be investigated and fully documented, and immediately reported to the Authority.

If, for an item of equipment described in Implementing Agency's CEP and Exhibit A to be funded with either federal or matching funds, the Implementing Agency does not have a purchase order dated within 90 days after the start date of the agreement, the Implementing Agency shall submit a letter to the Authority explaining the delay in the purchase of equipment. The Authority may, in its discretion:

- A. Reduce the amount of federal funding;
- B. Cancel this agreement;
- C. Allow the Implementing Agency to reallocate the federal or matching funds that were allocated for such equipment to other allowable, Authority approved costs; or
- D. Extend the period to purchase this equipment past the 90-day period.

Equipment purchased using federal or matching funds shall be year 2000 compliant and shall be able to process all time/date data after December 31, 1999.

SECTION 22. CONFLICTS OF INTEREST

The Implementing Agency agrees to comply with the provisions of the Illinois Procurement Code (30 ILCS 500) prohibiting conflicts of interest, and all the terms, conditions and provisions of the code apply to this agreement and are made a part of this agreement the same as though they were incorporated and included herein.

No employee, officer or agent of the Implementing Agency shall participate in the selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. The Implementing Agency shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others.

SECTION 23. IMPLEMENTING AGENCY COMPLIANCE

The Implementing Agency agrees to comply with all applicable laws, regulations, and guidelines of the State of Illinois, the Federal Government and the Authority in the performance of this agreement, including but not limited to:

- The Fiscal Year 2004 Appropriations Act, Juvenile Accountability Incentive Block Grants Program Guidance Manual, Version 3.0 (September 2000) and any future JABG Program Guidance Manuals, and Juvenile Accountability Incentive Block Grants Regulations (28 CFR Part 31).
- Office of Justice Programs' Financial Guide, Office of Management and Budget Circulars A-21, A-87, A-102, A-110, A-122, and A-133, Executive Order 12372, Illinois Grant Funds Recovery Act (30 ILCS 705), Illinois Procurement Code (30 ILCS 500), State Comptroller Act (15 ILCS 405), and the rules of the Authority (20 Ill. Adm. Code 1520 et seq.).
- Provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 31, OJJDP grant programs; Part 33, Bureau of Justice Assistance grant programs; Part 38, Equal Treatment for Faith-Based Organizations; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 46, Protection of Human Subjects; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 66, Uniform administrative requirements for grants and cooperative agreements to State and local governments; Part 67, Government wide Debarment and Suspension (Nonprocurement); Part 69, New Restrictions on Lobbying; Part 70, Uniform administrative requirements for grants and agreements (including sub awards) with institutions of higher education, hospitals and other non-profit organizations; and Part 83, Government-wide requirements for drug-free workplace (Grants).
- Section 8136 of the Department of Defense Appropriations Act of 1988 (P.L. 100-463, effective October 1, 1988).
- National Environmental Policy Act of 1969, 42 U.S.C. pars. 4321 et seq.; Environmental Protection Agency regulations (40 CFR Chapter 1); and Procedures for Implementing the National Environmental Policy Act (28 CFR Part 61).

- National Historic Preservation Act of 1966, as amended, 16 U.S.C. pars. 470 et seq.; Executive Order 11593.
- Flood Disaster Protection Act of 1973, 42 U.S.C. pars 4001 et seq.
- Clean Air Act of 1970, 42 U.S.C. pars. 7401 et seq.
- Clean Water Act, 33 U.S.C. pars. 1368 et seq.; Executive Order 11738.
- Federal Water Pollution Control Act of 1948, as amended, 33 U.S.C. pars. 1251 et seq.
- Safe Drinking Water Act of 1974, 42 U.S.C. pars. 300f et seq.
- Endangered Species Act of 1973, 16 U.S.C. pars. 1531 et seq.
- Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. pars. 1271 et seq.
- Archeological and Historical Preservation Act of 1966, 16 U.S.C. 569a-1 et seq.
- Historical and Archeological Data Preservation Act of 1960, as amended, 16 U.S.C. pars. 469 et seq.; and Protection of Historic Properties regulations (36 CFR Part 800).
- Coastal Zone Management Act of 1972, 16 U.S.C. pars. 1451 et seq.
- Coastal Barrier Resources of 1982, 16 U.S.C. pars. 3501 et seq.
- Indian Self Determination Act, 25 U.S.C. par. 450f.
- Intergovernmental Cooperation Act of 1968, 42 U.S.C. 4201 et seq.
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. pars. 4601 et seq.
- Hatch Political Activity Act of 1940, as amended, 5 U.S.C. pars. 1501 et seq.
- Animal Welfare Act of 1970, 7 U.S.C. pars. 2131 et seq.
- Demonstration Cities and Metropolitan Development Act of 1966, 42 U.S.C. pars. 3301 et seq.
- Federal Fair Labor Standards Act of 1938, as amended, 29 U.S.C. pars. 201 et seq.

SECTION 24. NATIONAL ENVIRONMENTAL POLICY ACT AND RELATED LEGISLATION

If the Implementing Agency undertakes new activities related to the use of federal grant or matching funds in connection with the program that include one or more of the activities listed below, the Implementing Agency shall assist the Authority and OJJDP, in complying with the National Environmental Policy Act (NEPA) and other related federal environmental impact analyses requirements, including but not limited to those listed in this agreement.

The Implementing Agency acknowledges that this section applies to new activities whether or not they are being specifically funded with federal grant or matching funds, in connection with the program. As long as the new activity is being conducted by the Implementing Agency, or any subgrantee, subcontractor, or any third party, and the new activity needs to be undertaken in order to use the federal grant or matching funds in connection with the program, the terms of this section must be met.

Prior to obligating federal grant or matching funds in connection with the program, the Implementing Agency must determine if any of the following activities will be related to the use of such federal grant or matching funds. The Implementing Agency must notify the Authority in writing if it will be conducting any of the following activities, when the activity is undertaken in order to use, or is funded with, federal grant or matching funds in connection with the program:

- New construction.
- Minor renovation or remodeling of a property either (a) listed or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain.
- A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size.
- Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.

For existing and continuing programs or activities that will be funded with federal grant or matching funds through the Authority, upon request by the Authority as directed by OJJDP, the Implementing Agency shall cooperate with OJJDP in any preparation by OJJDP of a national or program environmental assessment of that funded program or activity.

SECTION 25. NATIONAL HISTORIC PRESERVATION ACT COMPLIANCE CERTIFICATION

If the Implementing Agency is considering renovation work that would alter or otherwise improve the exterior or interior of a structure that will be used to accommodate the grant program, the Implementing Agency certifies it shall assist the Authority and OJJDP in complying with the National Historic Preservation Act (NHPA).

The Implementing Agency must establish and maintain records to determine if the structure is 50 years or older. If any portion of the structure is 50 years or older, the Implementing Agency shall contact the Authority. The Implementing Agency shall provide the Authority with any information needed to comply with NHPA. This may include assisting the Authority and OJJDP in consulting with the State Historic Preservation Office and amending the proposed renovation to avoid any potential adverse impact to an historic structure. The Implementing Agency cannot begin the proposed renovation of a structure 50 years or older until the Implementing Agency receives written approval from the Authority.

The Implementing Agency acknowledges that this section applies to proposed renovation work whether or not it is being specifically funded with federal grant or matching funds. As long as the proposed renovation is being conducted by the Implementing Agency or any third party to accommodate the use of the federal grant or matching funds, the Implementing Agency must assist the Authority and OJJDP in complying with the NHPA.

If the records established and maintained by the Implementing Agency clearly document that the structure is less than 50 years old, the Implementing Agency must submit these documents to the Authority to receive approval for the proposed renovation being exempt from the NHPA.

SECTION 26. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM CERTIFICATION

If the Implementing Agency has 50 or more employees and is receiving at least \$25,000 through this agreement, or another grant funded by the U.S. Department of Justice, the Implementing Agency shall formulate, implement and maintain an equal employment opportunity program in accordance with 28 CFR Part 42, Nondiscrimination; Equal Employment Opportunity; Policies and Procedures. If required by this section, the Implementing Agency certifies that an equal employment opportunity program will be in effect during the period of performance of this agreement. In addition, an Implementing Agency receiving \$500,000 or more through this agreement, or \$1,000,000 or more in aggregate grant funds in an 18 month period, shall submit a copy of its equal employment opportunity plan to the Authority.

The Implementing Agency shall complete and submit an EEO Plan Certification to the Authority. This Certification will indicate if the Implementing Agency is required to have an EEO Plan or if the Implementing Agency is exempt from this requirement.

SECTION 27. CIVIL RIGHTS COMPLIANCE CERTIFICATION

The Implementing Agency certifies that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this agreement on the basis of race, color, age, religion, national origin, disability, or sex. The Implementing Agency agrees to have written sexual harassment policies which satisfy the requirements set forth in the Illinois Human Rights Act. (775 ILCS 5).

The Implementing Agency assures compliance with the following laws, and all associated rules and regulations:

- Non-Discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. 3789(d);
- Title VI of the Civil Rights Act of 1964, as amended;
- Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (Federal Register, June 18, 2002, Volume 67, Number 117, Page 41455-41472), and Executive Order 13166 *Limited English Proficiency Resource Document: Tips and Tools from the Field*;
- Section 504 of the Rehabilitation Act of 1973, as amended;
- The Americans with Disabilities Act, 42 U.S.C. 12101 et seq.;
- Title IX of the Education Amendments of 1972;
- The Age Discrimination Act of 1975;
- The Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, subparts C, D, E, and G;
- The Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39;

- The Illinois Human Rights Act, 775 ILCS 5;
- The Public Works Employment Discrimination Act, 775 ILCS 10;
- The Illinois Environmental Barriers Act, 410 ILCS 25.

All applicable provisions, rules and regulations of these Acts are made a part of this agreement by reference as though set forth fully herein.

In the event that a federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability, or sex against the Implementing Agency, or any subgrantee or contractor of the Implementing Agency, the Implementing Agency will forward a copy of the finding to the Authority. The Authority will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

The Implementing Agency shall complete and submit the Civil Rights Certification. If the Implementing Agency has had findings of discrimination within the past 5 years, a copy of any findings of discrimination must be sent to the Authority along with the Certification.

The Implementing Agency certifies that it shall not pay any dues or fees on behalf of its employees or agents or subsidize or otherwise reimburse them for payment of their dues or fees to any club which unlawfully discriminates, and that it shall comply with all provisions of the Discriminatory Club Act (775 ILCS 25).

SECTION 28. CONFIDENTIALITY OF INFORMATION

The Implementing Agency agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with this program and all applicable federal guidelines and legislation. Such information shall be immune from legal process and shall not, without the consent of the person furnishing the information, be admitted as evidence or used for any purpose in any action, suit or other judicial, legislative or administrative proceeding.

If a project has a research or statistical project component under which information identifiable to a private person will be collected, then the Implementing Agency must submit a Privacy Certificate. The Certificate shall briefly describe the project and contain certain privacy assurances as enumerated in the Confidentiality of Identifiable Research and Statistical Information Regulations. (28 C.F.R. Part 22).

As applicable, the Implementing Agency agrees to protect the confidentiality of narcotic related intelligence and investigative information and to maintain the security of such information. The Implementing Agency certifies that it shall take full responsibility and will be accountable for narcotic-related intelligence and investigative information collected, maintained and disseminated as a result of the program described in Implementing Agency's CEP and Exhibit A and that program personnel will comply with all standards set forth in this agreement.

As applicable, all program personnel shall comply with the obligations for confidentiality and dissemination of narcotic-related intelligence and investigative information placed on inspectors for the Department of State Police by the Department's rules of Conduct (20 Ill. Adm. Code 1220.130(h)), by the Department's internal operating procedures (DCI OPS 9 Dissemination of Narcotic-Related Information to Other Agencies, August 15, 1979; MDI-26 Dissemination of Intelligence

and Investigative Information, June 15, 1981), U.S. Department of Justice Criminal Intelligence Operating Policies, F.R., vol. 43, no. 127, June 30, 1978, and by such other rules of the Department or the Authority as may hereafter be adopted.

SECTION 29. DEBARMENT AND A DRUG-FREE WORKPLACE CERTIFICATION

As required by the Authority, the Implementing Agency shall complete and submit the Certification Regarding A Drug-Free Workplace. The Implementing Agency shall certify that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Further, the Implementing Agency shall certify that it nor its principals have been convicted of, indicted for, or criminal or civilly charged by a government entity for fraud, violation of antitrust statutes, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, and have not had a public transaction terminated for cause or default.

The Implementing Agency certifies that it has not been barred from contracting with any unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended.

SECTION 30. LOBBYING CERTIFICATION

Federal funds are prohibited from being used for influencing or attempting to influence persons in connection with covered federal transactions, which include the awarding, making, entering into, extension, continuation, renewal, amendment, or modification, of federal grants or contracts. The Implementing Agency understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government.

If receiving more than \$100,000 pursuant to this agreement, Implementing Agency agrees to provide a Certification Regarding Lobbying to the Authority and, if applicable, a Disclosure of Lobbying Activities form. If a subcontractor will receive more than \$100,000 in federal funds pursuant to this agreement, Implementing Agency will provide to the Authority a Certification Regarding Lobbying and, if applicable, a Disclosure of Lobbying Activities form signed by the subcontractor. The Implementing Agency must provide these certifications and disclosures as required by the Authority.

SECTION 31. INTERNATIONAL ANTI-BOYCOTT CERTIFICATION

The Implementing Agency certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

SECTION 32. DRUG FREE WORKPLACE CERTIFICATION

If the Implementing Agency has 25 or more employees and is receiving \$5,000 or more under this agreement, the Implementing Agency certifies that it provides, and will continue to provide, a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580).

The Act requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant

and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation, and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 580/5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

SECTION 33. DISCLOSURE OF SOLICITATION FOR EMPLOYMENT

The Implementing Agency shall notify the Authority's Ethics Officer if the Implementing Agency solicits or intends to solicit for employment any of the Authority's employees during any part of the award funding process or during the term of any interagency agreement awarded.

SECTION 34. ELIGIBILITY FOR EMPLOYMENT IN THE UNITED STATES

The Implementing Agency shall complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form shall be used by the Implementing Agency to verify that persons employed by the Implementing Agency are eligible to work in the United States.

SECTION 35. DISPOSITION REPORTING CERTIFICATION

The Implementing Agency certifies that it is in compliance with the juvenile and adult reporting provisions contained in the Criminal Identification Act (20 ILCS 2630) and the Juvenile Court Act (705 ILCS 405), when applicable. The Implementing Agency agrees to cooperate with the Authority and other parties in the implementation of the State's Criminal Records Improvement Plan, developed by the Authority pursuant to federal law.

SECTION 36. CRIMINAL INTELLIGENCE SYSTEM OPERATING POLICIES CERTIFICATION

If the program described in Implementing Agency's CEP and Exhibit A is subject to requirements of the Criminal Intelligence System Operating Policies, 28 CFR Part 23, the Implementing Agency certifies to the Authority that the program shall conform with the operating policies set forth in 28 CFR Part 23.20 and meets funding criteria set forth in 28 CFR Part 23.30. If the program is subject to these requirements, the Implementing Agency shall cooperate with specialized monitoring and auditing of the program as may be required by 28 CFR Part 23.40(a), and shall comply with operating policies required by 28 CFR Part 23.40(b).

SECTION 37. COPYRIGHTS, PATENTS

If this agreement results in a copyright, the Authority and the Office of Juvenile Justice and Delinquency Prevention reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes, the work or the copyright to any work developed under this agreement and any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

If this agreement results in the production of patentable items, patent rights, processes, or inventions, the Implementing Agency shall immediately notify the Authority. The Authority will provide the Implementing Agency with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered in order to protect the public interest, in accordance with federal guidelines.

SECTION 38. STATEMENTS, PRESS RELEASES, ETC.

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, the Implementing Agency shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, and (2) the dollar amount of federal funds for the project or program.

SECTION 39. PUBLICATIONS

The Implementing Agency shall submit to the Authority for review, a draft of any publication that will be issued by the Implementing Agency describing or resulting from programs or projects funded in whole or in part with federal or matching funds, no later than 60 days prior to its printing. Any such publication shall contain the following statement:

"This program was supported by Grant # 2006-JB-FX-0018, awarded by the Office of Juvenile Justice and Delinquency Prevention, Office of Justice Programs, U.S. Department of Justice, through the Illinois Criminal Justice Information Authority. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice, or the Illinois Criminal Justice Information Authority."

Publications subject to these requirements include any written, visual or sound materials, including but not limited to, brochures, booklets, videos, posters, radio and television announcements, training fliers, and conference and presentation materials, that are substantively based on the project and prepared by the Implementing Agency. These requirements are inapplicable to press releases, newsletters and issue analyses.

SECTION 40. FEDERAL TAXPAYER IDENTIFICATION NUMBER

Under penalties of perjury, the Implementing Agency certifies that the name, correct taxpayer identification number, and legal status listed below are correct:

Name: Lake County on behalf of the Lake County State's Attorney's Office

Taxpayer Identification Number: 36-6006600

(If you are an individual, enter your name and SSN as it appears on your Social Security Card. If completing this certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's SSN. For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.)

Legal Status:

- ☐ Individual
- ☐ Sole Proprietor
- ☐ Partnership/Legal Corporation
- ☐ Tax-exempt
- ☐ Corporation providing or billing medical and/or health care services
- ☐ Corporation NOT providing or billing medical and/or health care services
- ☒ Governmental
- ☐ Nonresident Alien
- ☐ Estate or trust
- ☐ Pharmacy (Non-Corp.)
- ☐ Pharmacy/Funeral Home/Cemetery (Corp.)
- ☐ Other: _____

SECTION 41. FEDERAL GRANT INFORMATION

By signing this agreement, the Implementing Agency acknowledges that it has been informed of the following information regarding the federal funds received under this agreement:

- Federal Awarding Agency: Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention
- Catalog of Federal Domestic Assistance (CFDA) Number and Title: 16.523 Juvenile Accountability Block Grants (JABG)
- Grant Award Name and Number: Juvenile Accountability Block Grants Program (2006-JB-FX-0018)
- Grant Award Year: Federal Fiscal Year 2006

SECTION 42. RENEGOTIATION, MODIFICATION, OR AMENDMENT OF THE INTERAGENCY AGREEMENT

No alteration, variation, modification, termination, addition to or waiver of any provisions of this agreement shall be valid or binding unless in writing, and signed by the parties. For purposes of modification of this agreement which do not involve increases or decreases in funding, the signature of one representative of the Implementing Agency is sufficient. The parties agree to renegotiate, modify, or amend this agreement to ensure continued consistency with federal and State laws, and regulations.

SECTION 43. INTEGRATION

This document and the exhibits, amendments, and items incorporated by reference constitute the entire agreement between the parties pertaining to the subject matter of this agreement and supersede all prior and contemporaneous agreements and understandings of the parties, oral or written, which are not fully expressed herein. No alleged covenant, representation, or condition not expressed in this agreement shall affect or be effective to interpret, change or restrict the express provisions of this agreement.

SECTION 44. SEVERABILITY

If any term or provision of this agreement is held invalid, unenforceable, voidable or void, that term or provision shall not affect the other terms or provisions of this agreement which can be given effect without the invalid term or provision.

SECTION 45. TERMINATION OR SUSPENSION OF THE INTERAGENCY AGREEMENT

The Executive Director of the Authority may suspend or terminate performance of this agreement, in whole or in part, when an Implementing Agency fails to comply with any State or federal law or regulation or with the terms or conditions of this agreement. The Authority may take one or more of the following actions:

- Temporarily withhold cash payments pending correction of the deficiency by the Implementing Agency
- Disallow all or part of the cost of the activity or action not in compliance
- Wholly or partly suspend or terminate the current agreement
- Withhold further awards to the Implementing Agency
- Pursue other legal remedies, as applicable.

If the Authority terminates an agreement, the Authority will notify the Implementing Agency in writing of its decision, specify the reason, afford the Implementing Agency a reasonable time to terminate project operations, and request the Implementing Agency seek support from other sources. An agreement that is terminated pursuant to this section will be subject to the same

requirements regarding audit, recordkeeping, and submission of reports as an agreement that runs for the duration of the period of performance. Any appeals will be conducted in accordance with the Authority's Operating Procedures for the Administration of Federal Funds (20 Il. Adm. Code 1520.60).

SECTION 46. FAILURE TO FILE IN A TIMELY FASHION.

In order to preclude the possibility of lapsing of funding, the Authority is requiring the timely filing of all required reports. Reports shall include but are not limited to, quarterly fiscal reports, quarterly progress reports and all reports included in the closeout materials. The quarterly fiscal and progress reports are due not more than 15 days after the end of the quarter unless another reporting schedule has been required or approved by the Authority. The final date for submission for all of the closeout material reports is 45 days after the end of the grant period.

Failure to meet the reporting dates established for the particular reports shall result in the "freezing" of all funds. The frozen funds shall not be limited to a particular grant that is delinquent, but all grant funds that the Implementing Agency has with the Authority shall be frozen. Funds will be released following the completion of all the reporting requirements.

SECTION 47. ACCEPTANCE

The terms of this interagency agreement are hereby accepted and executed by the proper officers and officials of the parties hereto:

Lori G. Levin
Executive Director
Illinois Criminal Justice Information Authority

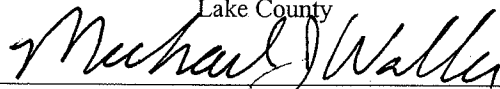
Date

Suzi Schmidt
County Board Chairman
Lake County

Date

Robert Skidmore
Treasurer
Lake County

Date



Michael J. Waller
State's Attorney
Lake County

3-17-06

Date

(Complete **SECTION A** OR **SECTION B** below, as applicable. Complete **ONLY ONE SECTION.**)

Grant Program (circle applicable federal grant program):

ADAA/BYRNE, JAIBG, LLEBG, NCHIP, RSAT, VAWA, VOCA, VOITIS, Other (Specify)

Grant Number: 506002

Federal Grant Award Amount: \$ 24,516.00

Grantee/Organization Name (hereafter referred to as the "Entity"): Lake County on behalf of

Address: Lake County State's Attorney's Office
18 N. County Street
Waukegan, IL 60085

Contact Person: Claudia Kasten, Juvenile Trial Division Chief

Telephone #: (847) 377-3033 Fax #: (847) 634-8831 E-mail address: ckasten@co.lake.il.us

SECTION A. CERTIFICATION (EEOP NOT REQUIRED)

I _____ [responsible official] CERTIFY THAT THE FUNDED ENTITY IS NOT REQUIRED TO PREPARE AN EEOP FOR THE REASON(S) CHECKED BELOW, PURSUANT TO 28 CFR 42.302.

Check all of the following that apply:

- | | |
|--|--|
| <input type="checkbox"/> ENTITY HAS LESS THAN 50 EMPLOYEES | <input type="checkbox"/> ENTITY DOES NOT RECEIVE A GRANT OR AWARD OF AT LEAST \$25,000 |
| <input type="checkbox"/> ENTITY IS A NON-PROFIT ORGANIZATION | <input type="checkbox"/> ENTITY IS A MEDICAL INSTITUTION |
| <input type="checkbox"/> ENTITY IS AN INDIAN TRIBE | <input type="checkbox"/> ENTITY IS AN EDUCATIONAL INSTITUTION |

[Signature of Responsible Official]

[Print Name and Title]

[Date]

OR

SECTION B. CERTIFICATION (EEOP REQUIRED AND ON FILE)

(For information regarding EEOP development, see: <http://www.ojp.usdoj.gov/ocr/eeop.htm>)

Certification Statement (For Entities with 50 or more employees that receive a single grant or award of \$25,000 or more):

I, Suzi Schmidt [responsible official], certify that the Entity has formulated an Equal Employment Opportunity Plan in accordance with 28 CFR 42.301, et seq., subpart E, that was signed into effect within the past two years by the proper authority and that it is available for review. The EEOP is on file in the office of

County of Lake, Department of Human Resources

[agency/organization name], at 18 N. County Street,
Waukegan, IL 60085 [address]

for review by the public and employees, or for review or audit by officials of the Illinois Criminal Justice Information Authority or the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights as required by relevant laws and regulations.

In addition to the above requirements, if Entity receives \$500,000 or more through a single grant, or \$1,000,000 or more in aggregate grant funds in an 18-month period, Entity shall submit a copy of its Equal Employment Opportunity Plan to the Authority. The Authority shall forward the Equal Employment Opportunity Plan to the Office of Civil Rights for review and approval.

Lake County Board Chair

[Signature of Responsible Official]

[Print Name and Title]

[Date]

Grant Program (circle applicable grant program):

ADAA/BYRNE, JAIBG, LLEBG, NCHIP, RSAT, VAWA, VOCA, VOITIS, Other (Specify)

Grantee/Organization Name (hereafter referred to as the "Entity"): Lake County on behalf of

Address: Lake County State's Attorney's Office
18 N. County Street
Waukegan, IL 60085

Contact Person: Claudia Kasten, Juvenile Trial Division Chief

Telephone #: (847) 377-3033 Fax #: (847) 634-8831 E-mail address: ckasten@co.lake.il.us

Grant Number/Contract Name: 506002

Certification Statement:

I, Suzi Schmidt [Responsible Official], certify to the following statements:

- Entity is in compliance with all applicable local, state and federal civil rights laws, regulations and guidelines, including but not limited to those listed in the Interagency Agreement(s)/Contract(s) in effect for the grant(s) and contract(s) listed above.
- No person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this grant(s)/contract(s) on the basis of race, color, age, religion, national origin, disability, or sex.
- Entity is in compliance with the following federal guidance materials regarding the provision of meaningful access to services and programs to persons with limited English proficiency (LEP): Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (Federal Register, June 18, 2002, Volume 67, Number 117, Page 41455-41472).

(Additional information regarding LEP requirements may be found at: <http://www.ojp.usdoj.gov/ocr/lep.htm>)

In addition, I certify that in the event that a federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability, or sex against the Entity, or any subgrantee or contractor of the Entity, the Entity will forward a copy of the finding to the Authority. The Authority will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

Check the following item(s) that apply:

☐ THE ENTITY, ITS SUBGRANTEES AND CONTRACTORS HAVE HAD **NO FINDINGS** OF DISCRIMINATION WITHIN THE PAST 5 YEARS

☒ THE ENTITY, ITS SUBGRANTEES OR CONTRACTORS HAVE HAD **FINDINGS** OF DISCRIMINATION WITHIN THE PAST 5 YEARS (You **MUST** attach a copy of all finding(s) made within the past 5 years that have not yet been submitted to the Authority)

☒ All current findings have already been submitted to the Authority; no additional findings have been made and no additional findings are attached – All current findings have already been submitted to the Authority; no additional findings have been made and no additional findings are attached.

Lake County Board Chair

[Signature of Responsible Official]

[Title]

[Date]

**EXHIBIT A:
PROGRAM NARRATIVE**

JUVENILE ACCOUNTABILITY BLOCK GRANT PROGRAM

Please respond to each of the items in the following eight sections. The answers to these questions will be your proposal. You may use additional sheets if necessary.

I. Description of Organization

In this section, we are trying to gain a general sense of your agency's overall goals and activities, NOT solely the program for which you are seeking JABG funds.

1. Please provide a *brief* description of the program agency.

The Lake County State's Attorneys Office is a multi-divisional governmental agency that serves as the prosecuting authority for both criminal and civil cases. The Juvenile division within this office reviews all juvenile cases submitted by local police departments and determines whether prosecution charges will be filed. The Assistant State's Attorneys (ASAs) are responsible for handling these cases from the arraignment process through sentencing disposition.

II. Summary of Program

This section will help us understand the program for which you are seeking JABG (federal and match) funds. **Do not** include a description of activities that will not be funded through JABG.

1. List the Goal(s) and Objective(s) of this program.

Goal(s):

To allow for an effective and efficient prosecution of juvenile delinquents and violent offenders through the county's juvenile justice system

Objective(s):

To continue to charge all serious and violent crime offenses within a reasonable time, and to specially assign these cases to individual prosecutors for the duration of the case.

2. Please provide the JABG purpose area(s) this program will address.

JABG Purpose Area: # 4 - hiring additional prosecutors so that more cases

involving violent juvenile offenders can be prosecuted and reduce backlog.

3. Please provide a narrative description of the program that is being proposed. This explanation should not exceed one page and should include (a) how the program will further the JABG purpose areas selected above, and (b) what strategies will be used to successfully implement the program.

The Lake County Juvenile Justice Council along with Juvenile Court Services continue to seek alternative ways to encourage the implementation of accountability-based services and programs, while administering appropriate sanctions in the interest of early intervention and successful prosecution of juvenile delinquents.

Prosecutors:

The juvenile division of the Lake County State's Attorneys Office is responsible for the prosecution of delinquency cases, as well as handling child abuse and/or neglect cases referred by the Illinois Department of Children & Family Services. Continued funding for the Prosecutors program area will aid in the office's overall goal of reducing the backlog/volume of juvenile cases processed through the county's juvenile justice system, while also allowing greater focus on the handling of violent offense cases. The primary objectives of this program area are to 1) charge all serious and violent crimes within a reasonable time period; 2) specially assign all violent offense cases to individual prosecutors for effective case handling throughout the judicial process; and 3) efficiently prosecute the number of juvenile delinquent cases filed through the system.

Grant funding for the Juvenile Court Services program supports personnel costs associated with two full-time assistant state's attorney positions, bringing the division's Assistant State's Attorney (ASA) staffing total to six.

4. Discuss progress made toward securing other funds to continue the program upon expiration of federal funding.

The Lake County board has historically supported the continuation of the juvenile prosecution component program, and is anticipated to continue doing so. The State's Attorneys Office along with the Lake County Juvenile Justice Council continues to search for additional grant funding to support the operation of its Juvenile Court Services program and alternative sanction initiatives.

III. Statement of Problem

This section should document the problem(s) faced by juveniles in your area that explains why this program is needed. Describe the juvenile crime and delinquency problem in your area and how it has changed in recent years. If the problem is system-oriented (e.g. insufficient number of detention beds), provide sufficient information to describe how the problem developed. Include as much quantitative data as possible; anecdotal information should be provided only if it supports quantitative data. Be sure to include a description of current efforts to address the problem(s), along with an explanation of why these

efforts are not sufficiently reducing or eliminating the problem. When applicable, provide information that demonstrates an understanding of previous effective and/or ineffective efforts to address similar problems. Please limit your problem statement to two pages.

Population trends in Lake County suggest that the juvenile population is on the rise. According to the 2000 census, juveniles ages 17 and under comprised approximately 29.4 percent of the county's total population---a 1.8 percent increase over the previous 1990 census, and 3.7 percent higher than the nation itself. In addition to the increased juvenile population, the county has also seen an increase in the poverty level associated with children of the same age population. According to the 2005 American Community Survey, approximately 9.1% of Lake County children ages 18 and under were classified as being below the poverty level, compared to 8.9 percent from the previous year's survey.

It is believed that fluctuations in the juvenile population and poverty levels have contributed to the amount of contact and interaction juveniles have had with law enforcement. This has been reflected in the number juvenile delinquency petitions filed in the Lake County court over the years.

1998	-	744 delinquency petitions filed
1999	-	809 delinquency petitions filed
2000	-	856 delinquency petitions filed
2001	-	695 delinquency petitions filed
2002	-	948 delinquency petitions filed
2003	-	899 delinquency petitions filed
2004	-	722 delinquency petitions filed
2005	-	745 delinquency petitions filed
2006	-	785 delinquency petitions filed
2007	-	923 delinquency petitions filed

Delinquency petitions are initiated by police department referrals. The Lake County State's Attorneys Office is responsible for reviewing each delinquency referral, whether the referral results in formal court action or not.

Staffing within the juvenile division consists of six Assistant State's Attorneys (ASAs), and one Chief. The ASA's caseload volume has reached upward levels of 158 cases each, which has contributed to the level of case efficiency within the court system. The JABG grant currently supports personnel expenses for two of these six attorney positions. Lack of this federal funding source would severely cripple the functioning of the Juvenile Court Services program as a whole.

In an effort to further address the caseload volume, the State's Attorneys Office along with the Lake County Juvenile Justice Council is currently in the process of creating a restorative justice-based victim/offender mediation program. This program will enable the division to divert a number of non-violent offense cases from the court system, with hopes of further reducing the number of delinquency petitions filed and adjudicated through the court system. It is anticipated that this will allow the ASAs to focus greater attention on the violent cases, encourage increased juvenile accountability through victim/offender mediation for certain offense types, while also promoting communal harmony & safety, and victim participation.

IV. Progress Review

This section should be filled out if this is a continuing grant only. If you are applying for a new grant, please mark N/A in each box and continue on to Section V.

1. Explain program progress during the past funding cycle(s) and progress toward program performance measures.

JABG funding has enabled the State's Attorneys Office to create two much needed positions to assist with the volume of delinquency petitions that are filtered through the system. These positions have resulted in the drastic reduction of the referral & charging backlog.

2. Explain the impact the federal funds have had on your existing juvenile justice program.

As previously mentioned, JABG funding has enabled the State's Attorneys Office to create two much needed positions to assist with the volume of delinquency petitions that are filtered through the system. Lack of this federal funding source would severely cripple the efficiency and overall functioning of the county's Juvenile Court Services as a whole.

V. Performance Measurement

In this section, the applicant should list the performance measures that will be used to measure progress throughout the grant period. Each grantee receiving JABG funds is responsible for collecting information on performance indicators. All of the information regarding purpose areas and performance indicators (i.e., output indicators, short-term outcomes, and intermediate-term outcomes) must be selected from the options provided. These indicators should not be altered; doing so will preclude the ability of the state and federal efforts to aggregate the data provided. Outcome indicators, short-term outcomes, and intermediate-term outcomes should be selected based upon their relevance to the program's objective(s).

1. Please provide the appropriate performance measures for each JABG purpose area the program will address. You are required to pick appropriate performance measures for each indicator (i.e. select at least one output indicator, one short-term outcome indicator, and one intermediate term outcome indicator for each purpose area).

JABG PURPOSE AREA (from Ex. A Instructions)	PERFORMANCE MEASURE (from Appendix A)	DATA FOR EACH PERFORMANCE MEASURE (from Appendix B)
--	--	--

4	Output Indicator #: Amt of JABG funds awarded for system improvement	a. Funds awarded
	Short-term Outcome Indicator #: # and % of programs employing best practices	a. # of programs/initiatives employing best practices b. # if programs/initiatives c. Percent (A/B)
	Intermediate Outcome Indicator #: # and % of eligible youth served using Graduated Sanctions approaches**	a. # of youth admitted to graduated sanctions program b. # of youth admitted into any grantee program c. Percent (A/B)
	Intermediate Outcome Indicator #: # and % of youth with whom a best practice was used	a. # of youth with whom a best practice was used b. # of youth c. Percent (A/B)
	Long-term Outcome Indicator #: # and % of program youth who reoffended	a. # of youth with a new offense b. # of youth in program c. Percent (A/B)
4	Output Indicator #: 3 Number of cases involving violent offenders per prosecutor	a. # of cases involving violent offenders b. # of prosecutors that handled cases involving violent offenders c. # of cases per prosecutor (A/B)
	Short-term Outcome Indicator #: 7 Number of staff per manager	a. number of prosecutors b. # of managers c. # of prosecutors per manager (A/B)
	Intermediate Outcome Indicator #: 8 Average # of days from arrest date to first court date	Average # of days from arrest to first court appearance for the arresting crime
	Intermediate Outcome Indicator #: 9 # of days from arrest to case disposition	# of days from arrest to case disposition

VI. Implementation Schedule

The implementation schedule should be used as a planning tool for the program and should reflect a realistic projection of how the program will proceed. The Implementation Schedule should indicate: the JABG funded activities and services that will be provided; the month the activity/service begins; the month the activity/service is completed; the personnel responsible for each activity/service; and the frequency with which the activity/service will be provided. Please use the following implementation schedule form using examples as a guide.

Task	Month Started	Month Completed	Personnel Responsible	Frequency
EXAMPLE Recruit and train 10 mediators	Month 2	Month 3	Program Administrator	N/A
EXAMPLE Referring youth to community service	Month 1	Ongoing	Coordinator	Weekly
Review of referrals from local police departments	Month 1	Ongoing	Assistant State's Attorneys	Weekly
Vertical prosecution of violent crimes	Month 1	Ongoing	Assistant State's Attorneys	Weekly

VII. Advisory Board -- Juvenile Crime Enforcement Coalition (JCEC)

In this section, list the JCEC members and meeting schedule information. The JCEC is responsible for developing the Coordinated Enforcement Plan (CEP). The CEP will indicate how the JABG program was selected to further the goals of the JCEC. The JCEC must approve the JABG program detailed in this proposal.

JABG federal guidelines require local JCECs to "include, unless impracticable, individuals representing (1) police, (2) sheriff, (3) prosecutor, (4) juvenile court, (5) state or local probation services, (6) schools, (7) social service agency, (8) nonprofit, nongovernmental victim advocacy organization, and (9) nonprofit, religious, or community group."

The Lake County Juvenile Justice Council does not have a Board panel or specific titles within the council itself. The Council is comprised of several individuals from various aspects of the juvenile justice system, which include those required by JABG federal guidelines. A select representation along with their listed occupational titles is as follows:

	<u>Representing</u>	<u>Member Name</u>	<u>Title</u>	<u>Phone Number</u>
1.	Police	Robert Jones	Chief, Gurnee PD	847-244-8645
2.	Sheriff	Rick White	Sergeant, Lake Co. Sheriff Dept – Juvenile Div	847-377-4140
3.	Prosecutor	Michael J. Waller	Lake County State's Attorney	847-377-3000

4.	Juvenile Court	Sarah Lessman	Supervising Judge-Juvenile, 19 th Judicial District	847-377-7979
5.	Probation Services	Len Young	Director-Lake County Juvenile Court Services	847-377-7900
6.	Schools	Roycealee Wood	Regional Superintendent of School	847-543-7833
7.	Social Service Agency	Jean Mani	Public Service Administrator, DCFS	847-249-7800
8.	Victim Advocacy Organization	Brian McKenna	Community Services Specialist, Omni Youth Services	847-537-6677
9.	Other Group	Dennis Mudd	Chaplain	847-247-9173
10.	Other Group	Jack Metcalf	Detective, Gurnee P.D / President Juvenile Officers Association	847-599-7093

Does your JCEC include the required representation? **YES**

Has your JCEC approved JABG funding for this program? **YES**

If your answer is no to either of the two questions above, please explain:

--

JCEC Meeting Schedule: (If your JCEC has not met, explain why)

The Juvenile Justice Council meets quarterly. The next meeting is scheduled for March 7, 2008.

VIII. Role of the Court and Graduated Sanctions

1. Role of the Court

One aim of JABG is to strengthen the relationship between the court system and juvenile justice agencies. Units of government need to certify that they have communicated in writing with the chief of the highest court. Please **attach the letter** to this Exhibit A.

Date Letter was Sent	Name of Addressee
2/1/2008	Chief Judge David Hall

Was there a response from the court to the letter? **NOT AT THIS TIME**

If yes, and the response was written, please **attach the response** to this Exhibit A. If a response was given in another format, please detail what the response was in the following box.

Please provide a *brief* narrative description of how the needs of the judicial branch were taken into consideration in the development of this program.

Both the judiciary and the State's Attorneys Office have been confronted with the overflowing volume of cases currently being filtered through the juvenile justice system. This issue has continuously been addressed during the quarterly Juvenile Justice Council meetings. In an effort to reduce the number of cases before the judiciary, the Council (which includes members of various community-based and governmental agencies) has collaborated to try and address juvenile accountability through examining alternative measures that will both efficiently and effectively resolve or reduce case flow volume.

2. Graduated Sanctions

While participation in a system of graduated sanctions by individual courts is voluntary, states and units of local government must encourage courts to participate. The unit of government must have in effect laws, or have implemented policies and programs, that provide for a system of graduated sanctions.

Please provide a *brief* description of how the system of graduated sanctions functions.

The State's Attorneys Office (SAO) itself does not participate in a system of graduated sanctions per se. However, the County of Lake does have an administrative sanctions program that is administered through court services. These sanctions would apply when juveniles ordered to a term of probation have been uncooperative with their conditions, and would allow the probation department (with the SAO's consent) to sanction them rather than proceed with court action to revoke their supervision.

**EXHIBIT B: BUDGET
IDENTIFICATION OF SOURCES OF FUNDING**

**Implementing Agency: Lake County State's Attorney's Office
Agreement #: 506002**

	<u>SOURCE</u>	<u>AMOUNT</u>
Federal Amount:	Juvenile Accountability Block Grant (JABG) FFY	\$24,516
	Subtotal:	\$24,516
Match:	Lake County State's Attorney's Office	\$2,724
	Subtotal:	\$2,724
Program Income:	n/a	\$0
	Subtotal:	\$0
Over Match:	Lake County State's Attorney's Office	\$149,465
	Subtotal:	\$149,465
	GRAND TOTAL	\$176,705

Budget & Budget Narrative

Lake County State's Attorney's Office

Agreement#

506002

PERSONNEL SERVICES		Annual Salary	# Months On Program	% Time On Program	Federal Amount	Match Contribution	Total Cost
Job Title							
ASA		\$ 66,823.62	12	100%	\$ 12,258.00	\$ 54,565.62	\$ 66,823.62
ASA		\$ 66,554.29	12	100%	\$ 12,258.00	\$ 54,296.29	\$ 66,554.29
						\$ -	\$ -
					\$ -		\$ -
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
			Total FTE	2.00	\$ -	\$ -	\$ -
					Total Salary	\$ 24,516.00	\$ 133,377.91
					Fringe Benefits (Use figure from Fringe Benefit Worksheet)		
						\$ -	\$ 43,327.29
					TOTAL PERSONNEL SERVICES		
					\$ 24,516.00	\$ 108,861.91	\$ 176,705.20

Budget Narrative for Personnel. Please give a brief description for each line of the Personnel Services Budget.

(See Attached Budget Instructions)

506002

* Competitive procurement procedures must be followed.

(See Attached Budget Instructions)

Budget & Budget Narrative

Lake County State's Attorney's Office

Agreement#

506002

COMMODITIES

Item	Cost / Month	# of Months	Federal Amount	Match Contribution	Total Cost
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
TOTAL COMMODITIES COST					\$ -

Budget Narrative for Commodities. Please give a brief description for each line of the Commodities Budget.
(See Attached Budget Instructions)

TRAVEL

	Cost/Mile	# of Miles/mo	# of Months	Federal Amount	Match Contribution	Total Cost
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
TOTAL TRAVEL COST				\$ -	\$ -	\$ -

** Out of State Travel requires prior Authority approval.

Budget Narrative for Travel. Please give a brief description for each line of the Travel Budget.
(See Attached Budget Instructions)

506002

[illegible]

Budget Narrative for Contractual. Please give a brief description for each line of the Contractual Budget.
(See Attached Budget Instructions)

Budget & Budget Narrative

0

Agreement#

[illegible]

Budget Narrative for Other Costs. Please give a brief description for each line of the Other Costs Budget.
(See Attached Budget Instructions)

	GRAND TOTAL	Federal Amount	Match Contribution	Total Cost
PERSONNEL SERVICES		\$ 24,516.00	\$ 108,861.91	\$ 176,705.20
EQUIPMENT		\$ -	\$ -	\$ -
COMMODITIES		\$ -	\$ -	\$ -
TRAVEL		\$ -	\$ -	\$ -
CONTRACTUAL		\$ -	\$ -	\$ -
OTHER COSTS		\$ -	\$ -	\$ -
	TOTAL COST	\$ 24,516.00	\$ 108,861.91	\$ 176,705.20

All procurements must be competitive

FRINGE BENEFIT WORKSHEET: Agreement # 506002

Use this sheet to calculate the fringe benefits to be paid for project personnel. For each element of the benefit package, indicate the rate as a percentage of salary or the dollar amount of the flat rate paid per employee. Use the TOTAL FRINGE BENEFITS amount from this worksheet as the fringe benefit dollar amount on the BUDGET under PERSONNEL SERVICES (cells G-13 and H13).

RATED FRINGE BENEFITS	Rate as % of Salary
FICA	7.650%
HEALTH/LIFE/DENTAL	13.682%
RETIREMENT/PENSION	9.530%
WORKER'S COMP	0.320%
LIABILITY	1.100%
Total % Fringe Rate	32.282%
Total Salary Paid By Grant (Federal and Match - Please use figure from cell I-12 in the Budget Detail)	\$133,377.91
TOTAL RATED FRINGE BENEFITS	\$43,057.29
FLAT RATE FRINGE BENEFITS	\$ per FTE
UNEMPLOYMENT	\$135.00
Total Flat Rate Fringe	\$135.00
Number of grant-funded FTE (full-time equivalent) positions. (Please use figure from cell F-11 of Budget Detail)*	2.00
FLAT RATE FRINGE BENEFITS	\$270.00
TOTAL FRINGE BENEFITS: (Total rated + Total flat rate benefits)	\$43,327.29

*PLEASE REFER TO YOUR RESPONSE IN EXHIBIT A, SECTION II, QUESTION #1.

COORDINATED ENFORCEMENT PLAN (CEP)

This plan is developed by the JCEC as the overall plan for reducing juvenile crime in the local area. The plan is based on an analysis of juvenile justice system needs. The analysis should describe juvenile crime trends and problems and gaps that exist within the juvenile justice system. This analysis forms the basis for determining how funds used within the sixteen JABG purpose areas can achieve the greatest impact on reducing juvenile delinquency, most effectively improve the juvenile justice system, and increase accountability for juvenile offenders.

CEP's **must** consider the need for a broad range of prevention, intervention and treatment strategies designed to address the issues of community protection, accountability and/or competency development. Proposed programs and services should be developed and implemented through positive, collaborative relationships among police, juvenile court judges/probation officers, educators, juvenile justice agency officials, youth service providers and community leaders.

SECTION I – JUVENILE CRIME ENFORCEMENT COALITION BOARD

A. Plan Approval

Geographical Area Represented by the JCEC:

Lake County, Illinois

JCEC Approval of the Plan:

Michael J. Waller
Lake County State's Attorney

Date

Judge Sarah Lessman
Supervising Judge, Juvenile
19th Judicial Circuit

Date

Robert Jones
Chief, Gurnee Police Department

Date

B. Board Members

The Lake County Juvenile Justice Council does not have a Board panel or specific titles within the council itself. The Council is comprised of several individuals from various aspects of the juvenile justice system, which include those required by JABG federal guidelines.. A select representation along with their listed occupational titles is as follows:

	<u>Representing</u>	<u>Member Name</u>	<u>Title</u>	<u>Phone Number</u>
1.	Police	Robert Jones	Chief, Gurnee PD	847-244-8645
2.	Sheriff	Rick White	Sergeant, Lake Co. Sheriff Dept – Juvenile Div	847-377-4140
3.	Prosecutor	Michael J. Waller	Lake County State's Attorney	847-377-3000
4.	Juvenile Court	Sarah Lessman	Supervising Judge-Juvenile, 19 th Judicial District	847-377-7979
5.	Probation Services	Len Young	Director-Lake County Juvenile Court Services	847-377-7900
6.	Schools	Roycealee Wood	Regional Superintendent of School	847-543-7833
7.	Social Service Agency	Jean Mani	Public Service Administrator, DCFS	847-249-7800
8.	Victim Advocacy Organization	Brian McKenna	Community Services Specialist, Omni Youth Services	847-537-6677
9.	Other Group	Dennis Mudd	Chaplain	847-247-9173
10.		Jack Metcalf	Detective, Gurnee P.D / President Juvenile Officers Association	847-599-7093

SECTION II – ANALYSIS OF JUVENILE JUSTICE SYSTEM NEEDS

Synopsis of the analysis that was done of juvenile justice system needs. Identify juvenile crime trends and problems and gaps that exist within the juvenile justice system.

A significant problem we've been faced with is the absence of intermediate level sanctions/punishments for the moderate offender. The moderate offender is typically classified as someone who's committed a first or second offense that is non-violent, but is usually intentional. (i.e., school fights, cases involving serious criminal damage to property where a large amount of restitution is involved). These types of cases are too serious for a public service

type program, but shouldn't necessarily be processed through the court system. The Lake County State's Attorneys Office and Juvenile Justice Council are in the final stages of developing a restorative justice-based victim/offender mediation program, which will address this problem and reduce the volume of such cases being filtered through the court. However, although this victim/offender mediation program is necessary for our county, in order for implementation to occur additional funding will be necessary.

SECTION III – GOALS & OBJECTIVES

Goal(s):

To allow for an effective and efficient prosecution of juvenile delinquents and violent offenders through the county's juvenile justice system.

Objective(s):

To continue to charge all serious and violent crime offenses within a reasonable time; and specially assign these cases to individual prosecutors for the duration of the case.

SECTION IV – JABG PROGRAMS

The JABG purpose area(s) that will further the goals and objectives of the JCEC.

JABG Purpose Area: # 4; Hiring additional prosecutors so that more cases involving violent juvenile offenders can be prosecuted and case backlog reduced.

Synopsis of program(s) that might be eligible for funding under JABG. Eligible programs must (1) address the identified need of the juvenile justice system in the area, (2) further the goals and objectives of the JCEC, and (3) are eligible for funding under one or more of the JABG purpose areas.

The Lake County Juvenile Justice Council along with Juvenile Court Services continue to seek alternative ways to encourage the implementation of accountability-based services and programs, while administering appropriate sanctions in the interest of early intervention and successful prosecution of juvenile delinquents.

Prosecutors:

The juvenile division of the Lake County State's Attorneys Office is responsible for the prosecution of delinquency cases, as well as handling child abuse and/or neglect cases referred by the Illinois Department of Children & Family Services. Continued funding for the Prosecutors program area will aid in the office's overall goal of reducing the backlog/volume of juvenile cases processed through the county's juvenile justice system, while also allowing greater focus on the handling of violent offense cases. The primary objectives of this program

area are to 1) charge all serious and violent crimes within a reasonable time period; 2) specially assign all violent offense cases to individual prosecutors for effective case handling throughout the judicial process; and 3) efficiently prosecute the number of juvenile delinquent cases filed through the system.

Grant funding for the Juvenile Court Services program supports personnel costs associated with two full-time assistant state's attorney positions, bringing the division's Assistant State's Attorney (ASA) staffing total to six.



OFFICE OF THE
STATE'S ATTORNEY
LAKE COUNTY, ILLINOIS
MICHAEL J. WALLER
STATE'S ATTORNEY

Lake County Building
18 N. County Street
Waukegan, Illinois 60085-4363
(847) 377-3000 Main/Felony Fax (847) 360-1538
Misdemeanor/Traffic Fax (847) 625-7129

February 5, 2008

Chief Judge David Hall
Lake County Courthouse
18 N. County St.
Waukegan, IL 60085

Dear Honorable Chief Judge Hall,

The Illinois Criminal Justice Information Authority (ICJIA) has been designated to administer the Juvenile Accountability Block Grants (JABG) program, which the Office of Juvenile Justice and Delinquency Prevention funds and administers. The Lake County State's Attorneys Office has received an FFY06 JABG grant. The JABG program provides funding to help states and communities implement accountability-based reforms to strengthen their juvenile justice systems. Per the Omnibus Crime Control and Safe Streets Act of 2002, in the development of the grant application, the states and units of local governments shall consider the needs of the judicial branch in strengthening the juvenile justice system and specifically seek the advice of the chief of the highest court of the state, and where, appropriate, the chief judge of the local court, with respect to the application.

We are seeking the input of your office in the development of our application to ICJIA for JABG funds. It is our goal to work with your office to ensure that the needs of the court are integrated into the overall juvenile justice system improvements we hope to achieve through the JABG program.

I encourage continued discussions between you, your staff, and my office on ideas for how the JABG program can benefit the court system. I look forward to working with you on this matter. Should you have any questions, please contact me at (847) 377-3031.

Sincerely,

Michael J. Waller
Lake County State's Attorney

Felony Review Division
Robert H. Babcox
Justice Center
20 S. County Street
Waukegan, IL 60085
(847) 377-3025
Fax - (847) 263-6179

Civil Division
18 N. County Street
Waukegan, IL 60085
(847) 377-3050
Fax - (847) 360-0661

Child Support Enforcement
33 N. County Street
Waukegan, IL 60085
(847) 377-3131
Fax - (847) 360-1097

Children's Advocacy Center
123 N. O'Plaine Rd.
Gurnee, IL 60031
(847) 377-3155
Fax - (847) 360-6850

Juvenile Trial Division
Robert W. Depke
Juvenile Justice Complex
24647 N. Milwaukee Avenue
Vernon Hills, IL 60061
(847) 377-7850
Fax - (847) 634-8831

FISCAL INFORMATION SHEET

The following information is required to ensure that the Authority and its implementing agencies meet the financial and program reporting requirements of various federal grant programs. This information is required prior to the release of funds. The Implementing Agency is the state or local unit of government or not-for-profit agency accepting funds under the interagency agreement. The Program Agency is the organization responsible for performing the daily activities. An organization can be both the Implementing Agency and the Program Agency.

Please return this form to the attention of your program monitor at the Illinois Criminal Justice Information Authority, Federal and State Grants Unit, 120 S. Riverside Plaza, Chicago, IL 60606. If you have any questions, please call your monitor at (312) 793-8550.

Implementing Agency: Lake County State's Attorney's Office

Implementing Agency's FEIN #: 36-6006600 Agreement #: 506022

Program Agency: Lake County State's Attorney's Office

Program Title: Juvenile Accountability Incentive Block Grant

1. Who will be responsible for preparing and submitting quarterly fiscal reports?

Name: Susannah Huber

Title: Executive Legal Assistant / Grant Coordinator

Agency: Lake County State's Attorney's Office

Address: 18 N. County Street, Waukegan IL 60085

Phone: (847) 377-3000

Fax: (847) 360-1538

2. Who will be responsible for preparing and submitting quarterly data/progress reports?

Name: Claudia Kasten

Title: Chief, Juvenile Division

Agency: Lake County State's Attorney's Office

Address: 18 N. County Street, Waukegan IL 60085

Phone: (847) 377-3033

Fax: (847) 634-8831

3. Will a separate fiscal account/fund be maintained for the program?

_____ Yes, this account will maintain: (Choose one)

_____ Federal funds only

_____ Both federal and local matching funds

X No, but all program funds will be identified by a specific account or fund number and recorded within the general accounting records for the Agency.

4. Where should program fund disbursements be sent?

Address: Lake County State's Attorney's Office

18 N. County Street – 4th Floor

Waukegan, IL 60085

ATTN: Michael J. Waller, State's Attorney

5. What organization is listed as holder of the bank account into which program funds will be deposited?

County of Lake